

# **AGREEMENT**

Between

**MONFORT, INC.**

and

**TEAMSTERS LOCAL 961 OF THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

November 24, 1997 to May 27, 2001



## **AGREEMENT**

This Agreement has been made and entered into by Monfort Lamb Plant, Greeley, Colorado, a division of Monfort, Inc. (hereinafter the Company), and Teamsters Local Union No. 961 of the International Brotherhood of Teamsters (hereinafter the Union).

This Contract has been translated into Spanish as a service to our Spanish speaking employees/members. The parties agree that the signed, English language Agreement, shall be the controlling document for legal and administrative purposes.

## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

**SECTION 1:** It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

**SECTION 2:** It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical, and efficient operation.

## **ARTICLE 2**

### **RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent for full-time production employees including the shipping, kill and offal departments of the Greeley Lamb plant; but excluding all quality control, maintenance, plant clerical, office clerical, leadpersons, guards, employees of independent contractors, professional employees, managerial employees, administrative employees, and supervisors.

## **ARTICLE 3**

### **SAFETY**

**SECTION 1:** The Union and the Company agree that accident prevention, the elimination of personal injuries, and the safety of all employees is our foremost goal. We dedicate ourselves to providing

### ARTICLE 28 DURATION OF AGREEMENT

This Agreement shall be effective November 24, 1997 and shall remain in full force until May 27, 2001. Either party may, on or before sixty (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

International Brotherhood of  
Teamsters Local Union No. 961

\_\_\_\_\_  
Monfort, Inc.

\_\_\_\_\_  
Monfort, Inc.

\_\_\_\_\_  
Monfort, Inc.

\_\_\_\_\_  
Monfort, Inc.

### ARTICLE 29 WAIVER, ENTIRE AGREEMENT AND SEVERABILITY

#### SECTION 1.

This is the complete Agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

#### SECTION 2.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and as each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

#### SECTION 3.

If any part of this Agreement is held invalid by a proper court or administrator of law, the remainder shall not be affected and the parties shall meet to agree on a proper alternative.

#### SECTION 4.

Any modification or supplement to the Agreement will be reduced to writing and signed by proper representatives of each party.

### LETTER OF UNDERSTANDING

This addition to the Agreement has been made and entered into by Monfort Lamb Plant, Greeley, Colorado, a division of Monfort, Inc. (Hereinafter the Company), and Teamsters Local Union No. 961 of the International Brotherhood of Teamsters (hereinafter the Union).

The Company and the Union have agreed that the Company will make a cash payment to all employees who are covered by the Agreement and who are on the active payroll on the first Monday following the date of ratification of the Agreement.

The cash payment shall be \$150.00.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

For the Union:

For the Company:

Teamsters Local Union No. 961

Monfort, Inc.

### APPENDIX "A"

#### GROUP 1:

CAPTIVE BOLT STUNNER  
CROSS LEGS  
DEHORNER  
DROP TONGUES  
HIGH/LOW TRIMMER  
OPEN HEADS  
PENS KEEPER  
TROLLEY TRANSFER  
WOOL TRIMMER/CUT OFF HEADS  
YARD PERSON

#### GROUP 2:

CARCASS SELECTOR  
LUGGER  
STUNNER/SHACKLER  
TRIMMER - CARCASS LOADOUT  
TRIMMER - COOLERS

#### GROUP 3:

BREAK HEADS  
DROP BUNGS  
HEAD SAW  
PELT PULLER  
PRE GUT  
ROLLER PERSON  
SORTER (HOT BOX)  
STICKER  
TIE WEASANDS

#### GROUP 4:

GUTTER  
LISTER/SORTER  
SPLIT BRISKET  
USDA TRIMMER

#### GROUP 5:

COOLER SELECTOR  
FREEZER PERSON

#### GROUP 6:

AIR KNIFE FACING  
AIR KNIFE FOREQUARTER  
FIRST LEG  
SECOND LEG

APPENDIX "B" — Effective 11/24/97

| DAYS:  |        |         |        |        |        |
|--------|--------|---------|--------|--------|--------|
| GROUP: | START  | 60 DAYS | 6 MO   | 1 YR   | 2 YR   |
| BASE:  | \$7.05 | \$7.25  | \$7.35 | \$7.45 | \$7.65 |
| 01     | \$7.35 | \$7.50  | \$7.80 | \$8.10 | \$8.45 |
| 02     | \$7.50 | \$7.70  | \$8.00 | \$8.30 | \$8.70 |
| 03     | \$7.65 | \$7.90  | \$8.20 | \$8.50 | \$8.90 |
| 04     | \$7.80 | \$8.15  | \$8.45 | \$8.95 | \$9.35 |
| 05     | \$7.95 | \$8.65  | \$8.95 | \$9.30 | \$9.70 |
| 06     | \$8.10 | \$8.85  | \$9.15 | \$9.50 | \$9.90 |

APPENDIX "B" — Effective 1/4/99

| DAYS:  |        |         |        |        |         |
|--------|--------|---------|--------|--------|---------|
| GROUP: | START  | 60 DAYS | 6 MO   | 1 YR   | 2 YR    |
| BASE:  | \$7.20 | \$7.40  | \$7.50 | \$7.60 | \$7.80  |
| 01     | \$7.50 | \$7.65  | \$7.95 | \$8.25 | \$8.60  |
| 02     | \$7.65 | \$7.85  | \$8.15 | \$8.45 | \$8.85  |
| 03     | \$7.80 | \$8.05  | \$8.35 | \$8.65 | \$9.05  |
| 04     | \$7.95 | \$8.30  | \$8.60 | \$9.10 | \$9.50  |
| 05     | \$8.10 | \$8.80  | \$9.10 | \$9.45 | \$9.85  |
| 06     | \$8.25 | \$9.00  | \$9.30 | \$9.65 | \$10.05 |

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APPENDIX "B" — Effective 1/3/2000

| DAYS:  |        |         |        |        |         |
|--------|--------|---------|--------|--------|---------|
| GROUP: | START  | 60 DAYS | 6 MO   | 1 YR   | 2 YR    |
| BASE:  | \$7.35 | \$7.55  | \$7.65 | \$7.75 | \$7.95  |
| 01     | \$7.65 | \$7.80  | \$8.10 | \$8.40 | \$8.75  |
| 02     | \$7.80 | \$8.00  | \$8.30 | \$8.60 | \$9.00  |
| 03     | \$7.95 | \$8.20  | \$8.50 | \$8.80 | \$9.20  |
| 04     | \$8.10 | \$8.45  | \$8.75 | \$9.25 | \$9.65  |
| 05     | \$8.25 | \$8.95  | \$9.25 | \$9.60 | \$10.00 |
| 06     | \$8.40 | \$9.15  | \$9.45 | \$9.80 | \$10.20 |

APPENDIX "B" — Effective 1/1/2001

| DAYS:  |        |         |        |        |         |
|--------|--------|---------|--------|--------|---------|
| GROUP: | START  | 60 DAYS | 6 MO   | 1 YR   | 2 YR    |
| BASE:  | \$7.50 | \$7.70  | \$7.80 | \$7.90 | \$8.10  |
| 01     | \$7.80 | \$7.95  | \$8.25 | \$8.55 | \$8.90  |
| 02     | \$7.95 | \$8.15  | \$8.45 | \$8.75 | \$9.15  |
| 03     | \$8.10 | \$8.35  | \$8.65 | \$8.95 | \$9.35  |
| 04     | \$8.25 | \$8.60  | \$8.90 | \$9.40 | \$9.80  |
| 05     | \$8.40 | \$9.10  | \$9.40 | \$9.75 | \$10.15 |
| 06     | \$8.55 | \$9.30  | \$9.60 | \$9.95 | \$10.35 |

8.50 9.50

# **AGREEMENT**

**Between**

**MASTER**

**CONAGRA BEEF CO. for CONAGRA LAMB CO.**

**And**

**TEAMSTERS LOCAL UNION NO. 961  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

**May 28, 2001 to May 30, 2004**

## **AGREEMENT**

This Agreement has been made and entered into by ConAgra Beef Company for ConAgra Lamb Company, Greeley, Colorado, (Hereinafter the Company), and Teamsters Local Union 961 of the International Brotherhood of Teamsters (hereinafter the Union).

The contract has been translated into Spanish as a service to our Spanish speaking employees/members. The parties agree that the signed, English language agreement shall be the controlling document for legal and administrative purposes. All postings by the Company/Union will be in English and Spanish where practical.

### **ARTICLE 1 PURPOSE OF AGREEMENT**

**Section 1:** It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

**Section 2:** It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical, and efficient operation.

### **ARTICLE 2 RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent for full-time production employees within the shipping, kill and offal departments of the Greeley Lamb plant; but excluding all quality control (except the "final verifier trimmers"), maintenance, plant clerical, office clerical, guards, employees of independent contractors, professional employees, managerial employees, administrative employees and supervisors.

### **ARTICLE 3 SAFETY**

**SECTION 1:** The Union and the Company agree that accident prevention, the elimination of personal injuries, and the safety of all employees is our foremost goal. We dedicate ourselves to providing the safest possible work environment for all. We will therefore support the Safety Program in all that we do in order to achieve and maintain this goal.

**SECTION 2:** A Safety Committee of two (2) employees appointed by the Union and two (2) representatives appointed by the Company will carry out a program to help insure safety and cleanliness in the plant. The committee will meet monthly, on a set date and time, for the purpose of discussing the plant's safety performance and recommending safety improvements and safety rules. Employee members of the Safety Committee shall be paid for the regular monthly meetings. In the event that Safety Committee meetings require more than one hour, the Committee shall request approval for more time.

## **ARTICLE 18 JURY DUTY**

**SECTION 1:** An employee called to jury duty in the county, state or federal courts shall be excused for jury service on presenting the summons requiring such duty to his supervisor provided that the employee has completed his probationary period.

**SECTION 2:** The employee will be paid the difference between his jury pay and the scheduled hours he would have worked up to a maximum of eight (8) hours for each full day of jury service when it falls on a scheduled workday. If the employee is dismissed from jury service during his normal scheduled hours, he will be expected to notify his supervisor as to his availability for work.

## **ARTICLE 19 MILITARY SUMMER ENCAMPMENT**

**SECTION 1:** Regular full-time employees on the active payroll will be granted a leave of absence, without pay, upon request where they are required to participate in summer encampment training as a member of the National Guard or any U.S. Military Reserve as provided for by the laws of Colorado. Such leave shall be granted upon one (1) week's advance written notice to the Human Resource Office.

## **ARTICLE 20 MILITARY LEAVE**

### **SECTION 1: RIGHT TO RE-EMPLOYMENT**

An employee who leaves or has left a position in the employ of the Company to enter upon active service in the Armed Forces of the United States has the right to be re-employed by the Company when such employee has completed his military obligation with full seniority and rights as provided for under Section 9 of the Universal Military Training and Service Act.

## **ARTICLE 21 WAGES**

### **SECTION 1:**

Effective May 28, 2001 Appendix B, is the pay grid.

Effective May 27, 2002 the Pay Grid, Appendix B, will increase by \$.20 per hour.

Effective May 26, 2003 the Pay Grid, Appendix B, will increase by \$.20 per hour.

### **SECTION 2: RATES OF PAY/COMPENSATION FOR TIME**

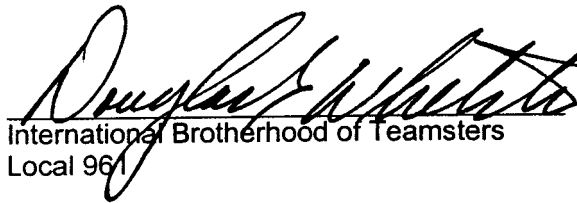
The rates of pay include compensation for time spent in all preliminary and postliminary activities such as clothes changing, knife sharpening, changing into, out of, and cleaning safety clothing and equipment, etc.



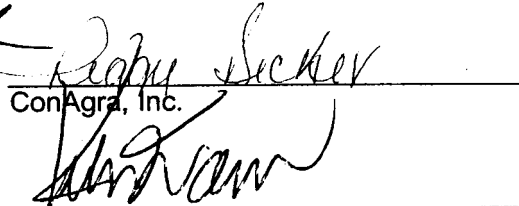
## ARTICLE 28 DURATION OF AGREEMENT

This Agreement shall be effective May 28, 2001 and shall remain in full force and effect until May 30, 2004. Either party may, on or before sixty (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail.

Dated this 28<sup>th</sup> day of Feb, 2002.

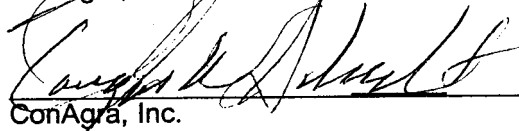
  
International Brotherhood of Teamsters  
Local 961

International Brotherhood of Teamsters  
Local 961

  
ConAgra, Inc.

ConAgra, Inc.

  
ConAgra, Inc.

  
ConAgra, Inc.



**MASTER**

**AGREEMENT**

**Between**

**SWIFT & COMPANY for SWIFT LAMB COMPANY**

**and**

**INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS LOCAL UNION No. 961**

**May 30, 2004 to June 14, 2008**

## **AGREEMENT**

This Agreement has been made and entered into by Swift & Company Beef Company for Swift Lamb Company, Greeley, Colorado, (Hereinafter the Company), and Teamsters Local Union 961 of the International Brotherhood of Teamsters (hereinafter the Union).

The contract has been translated into Spanish as a service to our Spanish speaking employees/members. The parties agree that the signed, English language agreement shall be the controlling document for legal and administrative purposes. All postings by the Company/Union will be in English and Spanish where practical.

### **ARTICLE 1 PURPOSE OF AGREEMENT**

Section 1: It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

Section 2: It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union, which will permit safe, economical, and efficient operation.

### **ARTICLE 2 RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent for full-time production employees within the shipping, kill and offal departments of the Swift Lamb plant; but excluding all quality control (except the "final verifier trimmers"), maintenance, plant clerical, office clerical, guards, employees of independent contractors, professional employees, managerial employees, administrative employees and supervisors.

### **ARTICLE 3 SAFETY**

SECTION 1: The Union and the Company agree that accident prevention, the elimination of personal injuries, and the safety of all employees is our foremost goal. We dedicate ourselves to providing the safest possible work environment for all. We will therefore support the Safety Program in all that we do in order to achieve and maintain this goal.

SECTION 2: A Safety Committee of two (2) employees appointed by the Union and two (2) representatives appointed by the Company will carry out a program to help insure safety and cleanliness in the plant. The committee will meet monthly, on a set date and time, for the purpose of discussing the plant's safety performance and recommending safety improvements and safety rules. Employee members of the Safety Committee shall be paid for the regular monthly meetings. In the event that Safety Committee meetings require more than one hour, the Committee shall request approval for more time.

SECTION 3: It is the responsibility of each management employee and each hourly employee to follow and support the Safety Program and Safe Operating Procedures.

## WAIVER, ENTIRE AGREEMENT AND SEVERABILITY

SECTION 1: This is the complete Agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

SECTION 2: The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and as each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

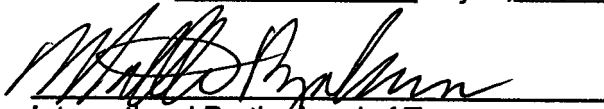
SECTION 3: If any part of this Agreement is held invalid by a proper court or administrator of law, the remainder shall not be affected and the parties shall meet to try to agree on a proper alternative.

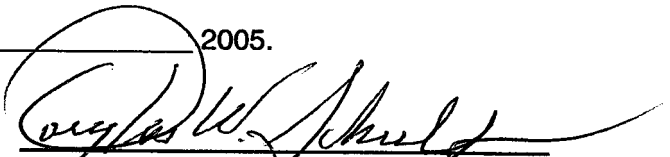
SECTION 4: Any modification or supplement to the Agreement will be reduced to writing and signed by proper representatives of each party.

## ARTICLE 29 DURATION OF AGREEMENT

This Agreement shall be effective May 30, 2004 and shall remain in full force and effect until midnight June 14, 2008. Either party may, on or before sixty- (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail.

Dated this 19<sup>th</sup> day of, May 2005.

  
International Brotherhood of Teamsters  
Local 961

  
Swift & Company



**APPENDIX "B" - Effective 5/31/04**

| <b>GROUP:</b> | <b>START</b> | <b>6 MONTHS</b> | <b>1 YEAR</b> |
|---------------|--------------|-----------------|---------------|
| <b>BASE:</b>  | \$8.55       | \$8.85          | \$9.15        |
| <b>01</b>     | \$8.85       | \$9.30          | \$9.95        |
| <b>02</b>     | \$9.00       | \$9.50          | \$10.20       |
| <b>03</b>     | \$9.15       | \$9.70          | \$10.40       |
| <b>04</b>     | \$9.30       | \$9.95          | \$10.85       |
| <b>05</b>     | \$9.45       | \$10.45         | \$11.20       |
| <b>06</b>     | \$9.60       | \$10.65         | \$11.40       |
| <b>07</b>     | \$9.85       | \$10.90         | \$11.65       |
| <b>08</b>     | \$11.30      | \$11.60         | \$12.20       |

**APPENDIX "B" - Effective 6/6/05**

| <b>GROUP:</b> | <b>START</b> | <b>6 MONTHS</b> | <b>1 YEAR</b> |
|---------------|--------------|-----------------|---------------|
| <b>BASE:</b>  | \$8.75       | \$9.05          | \$9.35        |
| <b>01</b>     | \$9.05       | \$9.50          | \$10.15       |
| <b>02</b>     | \$9.20       | \$9.70          | \$10.40       |
| <b>03</b>     | \$9.35       | \$9.90          | \$10.60       |
| <b>04</b>     | \$9.50       | \$10.15         | \$11.05       |
| <b>05</b>     | \$9.65       | \$10.65         | \$11.40       |
| <b>06</b>     | \$9.80       | \$10.85         | \$11.60       |
| <b>07</b>     | \$10.05      | \$11.10         | \$11.85       |
| <b>08</b>     | \$11.50      | \$11.80         | \$12.40       |

**APPENDIX "B" - Effective 6/5/06**

| <b>GROUP:</b> | <b>START</b> | <b>6 MONTHS</b> | <b>1 YEAR</b> |
|---------------|--------------|-----------------|---------------|
| <b>BASE:</b>  | \$8.95       | \$9.25          | \$9.55        |
| <b>01</b>     | \$9.25       | \$9.70          | \$10.35       |
| <b>02</b>     | \$9.40       | \$9.90          | \$10.60       |
| <b>03</b>     | \$9.55       | \$10.10         | \$10.80       |
| <b>04</b>     | \$9.70       | \$10.35         | \$11.25       |
| <b>05</b>     | \$9.85       | \$10.85         | \$11.60       |
| <b>06</b>     | \$10.00      | \$11.05         | \$11.80       |
| <b>07</b>     | \$10.25      | \$11.30         | \$12.05       |
| <b>08</b>     | \$11.70      | \$12.00         | \$12.60       |

**APPENDIX "B" - Effective 6/4/07**

| <b>GROUP:</b> | <b>START</b> | <b>6 MONTHS</b> | <b>1 YEAR</b> |
|---------------|--------------|-----------------|---------------|
| <b>BASE:</b>  | \$9.25       | \$9.55          | \$9.85        |
| <b>01</b>     | \$9.55       | \$10.00         | \$10.65       |
| <b>02</b>     | \$9.70       | \$10.20         | \$10.90       |
| <b>03</b>     | \$9.85       | \$10.40         | \$11.10       |
| <b>04</b>     | \$10.00      | \$10.75         | \$11.55       |
| <b>05</b>     | \$10.15      | \$11.15         | \$11.90       |
| <b>06</b>     | \$10.30      | \$11.35         | \$12.10       |
| <b>07</b>     | \$10.55      | \$11.60         | \$12.35       |
| <b>08</b>     | \$12.00      | \$12.30         | \$12.90       |